

1895-010 Chancery Causes: Daniel Briscoe & Co] vs. C. W. Nash
Lee Co.

Briscoe, Swepson, Arnold, Roney, Fugate, Hoskins, Wheeler, Frasier 1 Flat

CA - Debt
T - Property

To the Hon. H. S. K. Morison, Judge of the
Circuit Court of Lee County:

Your orators Daniel Briscoe,
P. J. Briscoe, R. R. Simpson, M. D. Ar-
nold and S. C. Roney, partners in
trade under the style and firm of
Daniel Briscoe & Co., humbly com-
plaining, sheweth to your Honor:

That at the December term, 1891, of
the Circuit Court of Lee County, Va.,
on the law side thereof, they obtained
a judgment against one C. H. Nash
for \$70, with legal interest there-
from the 1st day of Oct., 1891, unto
paid and \$9.74, their costs in the
behalf expended; that your orators
on the day of , 1891, had their
said judgment duly docketed in
the judgment lien docket of said
county; and that said C. H. Nash has
not as yet paid to your orators,
or to any, or either of them the whole
of said judgment, but the whole
of the same, except \$73.00, is still
due them. Abstracts of said judg-
ment and docket are here filed
marked "J" & "D" and prayed to be
considered herewith.

Your orators will further show unto your honor that the said C. W. Nash was at the time of the rendition of said judgment against him, and is now the owner in fee of a valuable tract or parcel of land lying and being in Lee County, Va., in Powell's Valley, on the Fincastle road, and about 5 miles east of Cumberland Gap, and estimated to contain some 185 acres, it being the land purchased by said Nash from Patrick Hagan, C. H. Parham & wife, J. A. S. Payne & wife, S. C. Kincaid & wife, and H. Mirena & als., and that by virtue of their said judgment your orators have a lien on said land, for the payment of their said judgment, capable of being enforced in your honors court of chancery.

Your orators will again state unto your honor that they are informed, and here alleges, that there are divers other lien creditors of said C. W. Nash, but to make them all parties to this suit would be too expensive to be judicious, that by reason of such creditors that this bill of complaint ought to be taken as a creditor's bill; and

that an account ought to be directed to be taken by one of the Comrs. of accounts of this court, and all the liens against said land and their priorities be ascertained and reported to the court.

Your orators aver and allege that the rents and profits of said land will not in five years pay the lien of your orators on said land, much less the liens of all said Nash's lien creditors.

The petition is considered, and as much as your orators are readyless to do, they pray by aid of court of equity they humbly pray that C. H. Nash be made a party-defendant to this bill of complaint; that he be required to answer on oath the several allegations of this bill as fully, completely and particularly as if specially interrogated thereto; that an account be directed to be taken of the liens against said land, to whom due, & their priorities; that a decree be pronounced herein directing the sale of said land; and

Fr. g.

Page 20

Paid off by M. V. North
July 17 1893 at
\$2610.00

To the Honorable H.S.K. Morison, Judge of the Circuit Court of Lee county

Your petitioner Henly E. Fugate will respectfully show to your Honor that pursuant to the terms of a decree rendered at the last March term of your Honor's court in the chancery cause of Daniel Briscoe & Co. vs. C.W. Nash A.M. Goins commissioner appointed for the purpose on the 15th day of May 1893 at the front door of the court house of Lee county exposed to sale the lands of the said C.W. Nash directed to be sold by said decree, and at said sale one M.V. Nash, the wife of the said C.W. Nash became the purchaser at the sum of \$2500.00, of this ~~sum~~ the said M.V. Nash paid down the sum of \$107.31 and executed her note with William Hoskins and James M. Wheeler as securities for \$2392.69 the residue of said sum of \$2500.00. Your petitioner will now show your Honor that as he is informed said sum of \$2392.69 does not pay by a considerable sum the indebtedness of the said Nash for which said land was directed to be sold, in this attitude of the case your petitioner hereby offers that if your Honor will reopen the bidding upon said land and order another sale thereof that he will make said tract^s of land bring the sum \$2607.31, and he herewith files bond in the penalty of \$5000.00 conditioned that if said sale is reopened he will bid for the lands sold by commissioner Goins as aforesaid the sum of \$2607.31. His prayer therefore is that the sale made by commissioner Goins on the 15th day of May 1893 be set aside and that said commissioner be directed to again expose said lands to sale when he will start the same at the sum named to wit: \$2607.31, and as in duty bound your petitioner will ever pray, &c.

Henly E. Fugate.
By Counsel,

C. J. Duncan,
B. H. Sewell, } *Attys.*

Daniel Anisloe & Co.

vs *Ex Petition*

C. W. Nash

*Filed in open court
by leave thereof
June 7th 1893
J. H. Hyatt C*

To the Honorable H.S.K. Morison Judge of the Circuit Court of Lee County :

Humbly complaining your Petitioners, William Hoskins and James M. Wheeler will respectfully show to your Honor , that at the last March term of the Circuit Court of Lee County, a decree was entered in the Chancery cause of Daniel Briscoe & co ~~et al~~ vs C.W. Nash by which A.M. Goins who was appointed a special commissioner for the purpose ~~and~~ directed to sell the lands of the said C.W. Nash described in said bill or a sufficiency thereof to pay off and satisfy said decree: that afterwards, to wit, on the 15th day of May 1893, at the front door of the Court house of said County and pursuant to the terms of said decree the said Goins exposed said lands to sale, and the said C.W. Nash, as the agent for his wife M.V. Nash became the purchaser of said lands at the price of \$2500.00, of this sum he, for her, paid down in cash the sum of \$107.31, that sum being necessary to pay costs of suit and costs and commissions of sale, and by the terms of said decree it became necessary for the said M.V. Nash to execute her bonds with good personal security for \$2392.69, the residue thereof, payable in one and two years from date, Your petitioners being neighbors of the said Nash and his wife, he the said Nash, applied to them to become the securities of his wife, the said M.V. Nash, on said bonds, which they consented to do if she the said M.V. Nash would execute, to A.M. Goins trustee a deed of trust on said tract of land to indemnify and save harmless, your petitioners in said bonds, and to secure to them any payments they might be called upon to make thereon, this the said C.W. Nash, as agent for his said wife agreed that she would do, thereupon your petitioners signed said notes or bonds and delivered them to the said C.W. Nash to take to his wife and have them signed by her, the deed of trust executed by her, and it together with the said notes delivered to the said Goins, the said M.V. Nash did sign said bonds and return them to the said Goins but she failed to make and execute said deed of trust. Your petitioners will now show and state to your Honor that the fact of said agreement that the said M.V. Nash was to make and execute said deed of trust for the purpose of securing these petitioners as her sureties in said bond was well known

to the said A.M. Goins Commissioner, and it was further well known to him that said bonds were only to become their bonds, and they to be bound thereby upon the express condition that said deed of trust was executed and delivered as aforesaid, and upon no other condition, yet your petitioners are informed that the said Goins Commissioner, well knowing each and every one of these facts and well knowing that said trust deed had not been executed and delivered, reported said sale and that the bonds for the said deferred payments were executed with your petitioners as the sureties of the said M.V. Nash. Now the premises considered it is the prayer of your petitioners that this petition be treated as exceptions to said sale and the action of said Commissioner, that said sale, if necessary, be set aside but especially that said notes or bonds each be delivered up to be cancelled, or that the said M.V. Nash be required to execute and deliver said deed of trust in accordance with the agreement of her Agent, the said C.W. Nash, upon which they signed said bonds, and as in duty your petitioners will ever pray &c.

*C. J. Duncan, attys
for
Petitioners,*

Virginia, Lee County, to wit:

This day William Hoskins personally appeared before me, John A.G. Hyatt, Clerk of the Circuit Court of Lee County, and made oath that the facts stated in the foregoing petition, so far as stated on his own information are true, and so far as stated on information derived from others, he believes them to be true. Given under my hand this the 6th day of June 1893.

J. A. G. Hyatt Clerk

W^{ms} Hoskins et al

vs $\frac{3}{3}$ Petitioners

C. W. Nash et al

Filed in open court
by leave thereof

June 6th 1893.

J. H. Hyatt

To the Hon. H.S.K. Morison Judge of the Circuit Court of Lee County Virginia.

Humbly complaining your Petitioner Samuel Frasier will here state to your Honor that at the 1st March Rules 1892 of your Honors Court in and for Lee County Virginia. Daniel Briscoe and Co. filed their bill in Chancery against one C.W. Nash, the object of which was to enforce the lien of a judgement obtained by them against the said Nash; that such proceedings were had upon said bill, that on the 9th day of June 1892, a decree was entered by which R.L. Pennington was appointed a Commissioner for the purpose, and directed to ascertain the amount and priorities of the liens then existing against the lands of the said C.W. Nash, the amount of the lands then owned by the said Nash and subject to said liens &c, Said Commissioner, pursuant to the requirements of said decree, proceeded on the 8th day of August 1892 to perform the duties thus assigned him by said decree, and after ascertaining the amount of said lien indebtedness, the said Commissioner then proceeded to report that the said Nash was the owner or had deeds for certain tracts of land aggregating 212 1-2 acres, all of which will more fully appear by and from an inspection of said report.

Your Petitioner will now show your Honor that among the tracts of land thus reported by said Commissioner as belonging to the said Nash is a tract conveyed to the said Nash by C.H. Parham and wife as containing 26 acres. Your ~~xxxx~~ Petitioner will now show your Honor that on the or about the ----- day of January 1891 he purchased from the said C.W. Nash sixteen and fourth acres of said Parham land at the price of \$16.00 per acre and paid him down thereon the sum of \$220.00; that the said Nash then and there delivered the possession of said land to your Petitioner and on or about the first day of March 1891 your petitioner moved on said land and has since continuously lived and resided thereon that at the time the Plaintiffs Judgement was rendered he was living on said land claiming it as his own and taking the issues and profits therefrom, a fact well known to every person who took any notice thereof. This was a verbal sale and no title bond or other writing in reference thereto was made or executed by the said Nash to your Petitioner, except that he took the said Nash's receipt for \$150.00 part of the purchase price thereof and assumed to pay to pay to George Southern \$70.00, which has been long since paid, the balance of \$40.00 with its interest from

about the first of January 1891 is still due to the said Nash or to his creditors, and this sum your Petitioner is ready to pay at any time when he can get a deed and ascertains to whom he should pay it.

Your Petitioner will now show your Honor that the said Nash at the time of said trade promised to make a deed to said land at an early day but before he did so these judgements commenced being rendered against him and his matters got in such a shape that he did not know what was best to be done. The strip of land thus purchased from said Nash by your Petitioner is shown by a plat herewith filed as part hereof marked A2 and asked to be treated as part of this petition, and is that part of said plat lying north of a line shown on said plat in red and marked E.60 P's

Now the premises considered the prayer of your petitioner is that said Plaintiff be required to amend his bill making your Petitioner a party defendant thereto and that he be allowed to come in and set up and assert his title to said 16 1-4 acres of land, and that same be freed from the liens of all the lien creditors whose claims are set out in said report and for general relief, and in duty he will ever pray &c.

Virginia Lee County, to wit:

I, John R. Gibson, Clerk of Lee County Circuit Court do certify that Samuel Thasier this day made oath before me in my County aforesaid and made oath that the facts set forth in the foregoing ^{bill} are true as to his own knowledge and from facts derived from others he believes them to be true. Given under my hand This March 6th 1891.
John R. Gibson D. Clerk

Samuel Housie
vs $\frac{1}{2}$ Pitkin
Samuel Briscoe et al

Filed February 8th
1893. J. A. G. Hyatt C

Daniel Briscoe & Co.

vs.

C. M. Nash,

} In Chy.

This cause came on again this day to be again heard upon the papers formerly read therein and the report of A. M. Goins, who was on a former day of this term appointed a special Commissioner for the purpose of making and executing a deed to M. V. Nash, the purchaser of the land and premises in this cause, and was argued by counsel. On consideration of all which and for reasons appearing to the court, and there being filed with said report a deed made by said Goins, Commissioner, as aforesaid, to said M. V. Nash, with covenants of special warranty, to the land and premises purchased by her in this cause, and there being no exceptions to said report and deed, it is therefore adjudged, ordered and decreed that said report and deed be and the same are hereby confirmed. And all matters in controversy in this cause having been fully adjudicated the same is hereby stricken from the docket.

H

Daniel Bristol Hee.

vs { Decree final.

C. M. Nash.

Q. V. P. 2. 56

Enter this decree,
this Nov. 1895.

Daniel Briscoe & Co.

vs

C. W. Nash

} In Chy.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Commr. A. M. Goins, filed Nov. 6th, 1895, and was argued by Counsel. On consideration of all which, and it appearing from said report of Commr. Goins that he has collected the purchase money notes held by him arising from the sale of the land and premises in the bill and proceedings mentioned in this cause, and that he has properly disbursed said purchase money, it is therefore adjudged, ordered and decreed that said report and disbursements be and the same are hereby confirmed.

And said A. M. Goins, who is hereby appointed a Special Commr. for the purpose, will make and execute to said purchaser, M. V. Nash, a deed, with covenants of Special warranty, to the land and premises purchased by her in this cause. It is further decreed that Commr. Goins shall be en-

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titled to the sum of \$5⁰⁰/₁₀₀ for making
and executing a deed to said M. J.
Nash, the purchaser of said land.
and that said deed shall not
be withdrawn from the files of
this suit until said sum is paid
to said Commissioner.

Said Comr. Goins will report
his action to this court at a future
day of this term, and this cause is
continued.

H

Daniel Briscoe & Co

vs } Decree for

C. H. Nash.

C. H. Nash.

Enter this decree

this Nov. 7 1895.

Daniel Briscoe & Co.
vs.
C. H. Ash. } In Chancery.

This cause came on again this day to be heard upon the papers formerly read therein and the report of Commr. A. M. Goins, filed therein on the 24th day of Oct., 1893, of the re-sale of the land formerly sold by him in this cause, and as set out in the report filed by him in this cause on the 22nd day of May, 1893; and said report of Oct. 24th, 1893, having been filed for more than ten days before the first day of this term of the court, and the same being unexcepted to is hereby confirmed. And this cause is continued.

1215-06
614 44
956 94
15-6

299 5,00

Daniel Briscoe & Co.

vs. } Decree

C. W. Nash.

Entered Ch. O.B. p 517
Nov. 11th 1893.

Enter this decree
this Nov. 11, 1893.
H. L. K. Fil

Daniel Briscoe & Co.

PLaintiffs

VS

In Chcv

C.W.Nash

Def't,

This cause came on this day to be again heard on the papers formerly read, the report of A.M.Goins Specail Commissioner filed on the 22ond day of May 1893, the petition of Henley E.Fugate this day filed and the bond for upset bid filed therewith, and the payment of \$107.31, to cover the costs paid by the purchaser at the sale made and reported by Commissioner Goins, and was argued by counsel: On consid-
eration of which, and for reasons appearing to the Court, it is adjudg-
ed ordered and decreed that the sale of the lands in the bill and pro-
ceedings mentioned, made by Commissioner A.M.Goins on the 15th day of
May 1893, *and the notes or bonds executed to him be delivered* be and the same is hereby set aside, and it is further ad-
judged, ordered, and decreed that said Commisioner Goins will after ad-
vertising the the time terms and place of sale for at least thirty days
before day of sale, by posting written notices thereof at three or more
public places in said County, one of which shall be on the Court house
door of said County, and the other two in the neighborhood where said
lands lie, proceed to resell the lands heretofore sold by him, and in
said bill and proceedings mentioned, at the front door of the Court
house of lee County, on a court day, and to the highest bidder, on a
credit of one and two years from day of sale, except a sum sufficient
to pay the costs of suit and commissions of sale heretofore made, and
this day paid in to Court by said Fugate, to wit the sum of \$107.31 and
the costs of resale which said Commisioner will require to be paid down
in cash, for the residue, the said Commisioner will take bonds payable
in one and two years from date with good personal security, bearing in-
terest from date, said Commissioner will repay said M.V. Nash said sum
of \$107.31, paid down by her on her said purchase as reported by him.
Said Commissioner will accept no bid less than \$2607.31
Said Commisioner will report all his action under this decree to the
next term of this Court and this cause is continued.

up to the Court

Daniel Briscoe & Co.

vs { Deceit for
Kusale.

C. W. Nash.

Entered on Chy O. B. Page

478 June 7, 1893

John A. Byers C

Enter this

47844

June 7th 1893

1 David Briscoe the Compt.

2 20

3 C. H. Wash. Deft.

} In Chancery

4 This cause came on again to be
5 heard upon the papers formerly read in
6 this cause, and the report of Commr. R.
7 L. Pennington showing the lines on said
8 Deft's rec. note, filed in said cause
9 on the 25th day of Oct. 1892, and excep-
10 tions filed thereto, ^{and the same were} and was argued by Comm-
11 ree. On consideration of all which &
12 by consent of counsel said exceptions to
13 said report is sustained, and 16 1/4 acres
14 of the ^{of which is the 16 1/4 acres shown on plat filed in} said tract, 14 acres of the
15 Kincaid tract and the 3 1/4 acres tract
16 Elvira Deaton tract be and is excluded from
17 said Commr. Pennington's report. And it is
18 further adjudged, ordered and decreed
19 that said Commr. Pennington's report, ex-
20 cept as ^{to} said tracts of land, be and is
21 hereby confirmed, and that unless
22 the several sums of money shown in
23 said report to be due from said Deft.
24 be paid in 30 days from this date
25 to the parties to whom they are shown
26 to be due, then A. M. Gaines who
27 is hereby appointed a special ^{Comr.} for the
28 purpose after advertising the time
29 times and place of sale for 30 days
30 by written or printed notices posted
31 at the front door of the Court house
32 of this County.

1 land of said land and at such other places
2 as he thought deemed proper, on some
3 court day and at the front door of the Court
4 house of the County will expose for sale
5 at public outcry the lands of said Wash-
6 on a credit of one and two years, except
7 a sum sufficient to pay the costs of this suit
8 and the Commissions of sale, he will re-
9 quire to be paid down by the purchaser, and
10 for the deferred payments he will take bonds
11 bearing interest from date of sale & with good
12 personal security and payable to himself
13 as such Comr. He will see separately
14 the 137 $\frac{3}{4}$ acre Hagan Tract, from
15 the residue of said Deft's land, and
16 report what said the Hagan Tract sold
17 for. But before entering upon the duties
18 of the requirements of this decree said
19 Goin will execute bond before the
20 Clerk of this Court in a penalty of
21 \$5000⁰⁰ conditioned to faithfully perform
22 his duties as such Comr. and to account
23 for all moneys that may come in his
24 hands in this case, and he will re-
25 port his action to court And
26 ~~the said~~ said Hagan will pay
27 to Comr. Goin \$40⁰⁰ with legal interest
28 on the sum from Jan 1st 1891 till paid
29 who will disburse said sum with the
30 other funds that may come into his
31 hands as such Comr. and on the payment
32 of said sum of money said Wash is hereby

1 ordered to make said Frasier a deed
2 to said ~~land~~ 16th acres of land shown
3 in the plat filed with said Frasier's
4 petition. And this cause is continued
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Daniel Briscoe 7th

2nd Street for sale

Co. St. Wash

Entered in City U.S.
 for 447, March 9/90.
 Jan. 4th G. Hyatt, etc.

enter their
 9th 1890

Daniel Briscoe & Co.,

Completto

22 vs. { In Chancery

3 C. H. Nash

Def. 2.

This cause came on this day to be heard upon the bill of complaint and exhibits filed herewith and it appearing that process has been duly served on said defendant for more than 15 days before the first day of the term of the court, and it failing to appear and plead or answer, on motion of the complainant, the court doth take his bill for confessed.

On consideration of all which and
for reasons appearing to the court it
is adjudged, ordered and decreed that
R. L. Pennington, who is hereby appointed
a commissioner for the purpose, after
advertising the time and place of his
sitting for 20 days by posting written
notices, at the front door of the court-house,
~~at~~ and in the neighborhood of said Deft.
and at such other places as he may deem
proper, will proceed to ascertain, settle
and report all the claims on said Deft.
and as to whom due, a name to
the ref and their priority, if any;
and he will further ascertain & report
what he is due the deft. owner,
and whether the real and personal
thereof within the year. For and
in testimony whereof the court has hereunto
set its hand and seal of office this 1st day of

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Entered in C.C.
Book, 1-1000
by J. W. 1872

1872

Daniel Briscoe the } Compt^{ts}
vs } In Chancery
C. H. 'Nash } Dist.

The undersigned, as special comr. pursuant to a decretal order entered in the above styled cause on the 9th day of June, 1892, after having advertised as required by said order on the 8th day of August 1892 proceeded to perform the mandates of said order.

As to the liens on the real estate of said Nash of all kinds to whom due and their priorities reference is here made to a statement herewith filed marked X. Y., which shows all the liens against said Nash's real estate, to whom due, and their priorities are shown in the margin as first, second &c consecutively to Eighth. I find ~~that~~ that said Nash has deeds of record from various parties for 202 1/2 acres of land; but that Hagan's deed and Bayley's Trust line are only on 139 3/4 acres that said Hagan deeded to said

Nash on March 29th 1881, so that
a sale or disposition of said Nash's
real estate in satisfaction of said
liens should be so managed as
to keep said Hagen and Bayley
from getting any thing from
~~the~~ lands outside of the 139 $\frac{3}{4}$
acre tract, in the event that
the 139 $\frac{3}{4}$ acre tract did not
sell for a sum sufficient to
pay said Hagen's and Bayley's
said liens.

It will be seen from the
recapitulation of said statement
X Y. that the total lien in-
debtedness of said Nash is
\$4675.40 inclusive of in-
terest to Nov. 1st 1892 and estimated
costs of this suit.

The rents and profits of
said Nash's real estate for
five years will not pay
said liens their interests and the
costs of this suit. This statement
is made upon your court's own
knowledge of the rental value of said lands.
I will here mention the
lands which the records

show that said Nash own
^{1st} 139 $\frac{3}{4}$ acres from Patrick Hagan;
^{2nd} 3 $\frac{3}{4}$ " " Eloira Deaton;
^{3rd} 10 " " S. C. Kincaid;
^{4th} 26 " " C. H. Partman et al;
^{5th} 10 " " Hannah Wierman et al;
^{6th} 8 " " James Payne & wife.

202 $\frac{1}{2}$ acres in the aggregate,
 all of which are respectfully
 submitted.

This the 30th day of Sept. 1892.

E. L. Pimmington
 Special Counsel -

The report of Counsel Pimmington is
 excepted to in the following par-
 ticulars: that is as to the report
 that shows that the Eloira Deaton
 tract of 3 $\frac{3}{4}$ acres of the C. S. Kin-
 caid tract of 14 acres of the same and
 of the C. H. Partman et al tract 16 $\frac{1}{4}$
 acres of same, because in fact & in truth
 said ~~tracts~~ lands ~~did~~ not belong to
 said Dept at the time said lines orig-
 inated - & should therefore be excluded
 from the said report which shows
 the tract of lands in the said Dept -
 owned by said Dept.

Daniel Briscoe & Co

vs } Comrs
Report of Liens

C. H. Nash

Filed Oct. 25th 1892

W. D. Pennington

I hereby certify that
I was engaged as
Comr. in this cause

20 hours @ .75[¢] = \$15.00

W. D. Pennington
Spec Comr.

Daniel Briscoe & Co.,

vs.

C. M. Nash,

} In Chy.

To the Hon. W. F. Miller, Judge
of the Circuit Court for Lee County,
Va.,

Your undersigned Special Commr.
here reports, in pursuance of a decree
entered in this cause on a former
day of this term, appointing him
a commr. for the purpose of making
and executing to M. V. Nash, with
covenants of special warranty, a deed,
conveying to her the land and prem-
ises purchased by her in this cause,
that he has made and executed said
deed and here files the same mark-
ed "D."

All of which is respectfully submitted,
this Nov 7th 1895;

A. M. Goins,
Special Commr.

Daniel Briscoe

rs} Com's Report

W. C. H. Nash.

Filed Nov 7th 1895

A. B. Munsey Clerk.

Daniel Briscoe & Co.

vs.

IN CHANCERY.

C.W.Nash,

To the Hon, W.T. Miller, Judge of the Circuit Court
for Lee County, Virginia.

Your undersigned special commissioner asks leave to
report that the two notes, dated July 17, 1893, payable in one ~~an~~
and two years respectively, and each for the sum of \$1235.75,
executed to him as said commissioner by M.V. Nash, Thos. S. Gib-
son and John T. Ball for the purchase price of the land and pre-
mises in the bill and proceedings mentioned in the above styled
cause, have both been paid to him in full, and he has discharged
the same to the parties to whom it is shown to be due by Comr.
R.L. Pennington's report filed in this cause Oct. 25th, 1892.

Respectfully submitted, this Nov. 6th, 1895.



Special Comr.

1
Daniel Briscoe & Co.

vs { Comis Report.

C. W. Nash

Filed, Nov. 6th 1895-

A. B. Muncy Clerk,

Daniel Briscoe & Co., - - - Compts.
vs. In Chy
C. M. Nash, - - - - - Deft.

To the Hon. H. S. H. Morrison,
Judge of the Circuit Court
of Lee County, Virginia:

Your undersigned Special
Commissioner here reports, that,
in pursuance of a decretal order
entered in the above styled cause at the
March term, 1893, of your honor's court,
he, on the 15th day of May, 1893, that
being a court day, and he having
first advertised the time, terms and
place of sale as directed by said
decree, executed said decree by
exposing to sale, to the highest and
best bidder, at the front door of the
Court-house, at public outcry, the
land in the bill and proceedings men-
tioned in this cause. Your com-
missioner offered for sale, separately
from the other lands of the defendant,
that portion known as the Hagan tract,
containing 139 $\frac{3}{4}$ acres, more or less.
This Hagan tract was bid off by
Mrs. M. V. Nash for the sum of \$1500,
she being the highest and best bidder.

(over)

The remainder of said defendants' lands was next offered for sale in like manner as the first and was bid off by Mrs. M. V. Nash for the sum of \$1000, she being also the highest and best bidder on this boundary. As required by the terms of said decree, said purchaser paid your commissioner in hand \$107.31, an amount necessary to cover the commissions of sale and the costs of this suit, and for the deferred payments she ^{to your commissioner} executed, her two separate bonds for the sums following, to-wit: one bond due in twelve months for \$1196.34, and the other bond due in two years for \$1196.35, and both bonds drawing interest from the date of sale with J. M. Wheeler and Wm. Hoskins as security.

Your commissioner also reports that on the said 15th day of May, 1893, one Samuel Frazier paid him \$40, with legal interest thereon from the 1st day of Jan. 1891, which said sum of \$40, together with the interest thereon amounted to \$45.70. This payment was also made in obedience

to your honor's decree.

The commissions arising from this sale and the costs of this suit have been paid to those to whom due as may be seen from the receipts herewith filed.

All of which is respectfully submitted, this May 22nd, 1893,

A. M. Goins,
Special Com.

Rec'd of A. M. Goins Comr. in the
Chancery Cause of Daniel, Breese,
Pls vs. W. Nash Fifteen dollars
for my fee in said cause as Comr.
in said cause - This May 15th 1893.

Rec'd of A. M. Goins Comr. in the
Chancery Cause of Daniel, Breese,
Pls vs. W. Nash Fifteen dollars
for my fee in said cause as Comr.
in said cause - This May 15th 1893.

R. L. Farmington by
R. L. Farmington

\$57⁰⁰/₁₀₀.

Retained \$57⁰⁰/₁₀₀, my fee as Special Comr.
in the case of Daniel Briscoe & Co. vs. C. H. Nash.
This May 13, 1893, A. M. Goins.

\$15.00

Received from A. M. Goins, Special Comr.
in the case of Daniel Briscoe & Co. vs. C. H. Nash,
Fifteen dollars; the attys. fee due me
in said case. This May 13th, 1893.
D. M. Goins & Goins.

50 cts

Received from A. M. Goins, Special Comr.
in the case of Daniel Briscoe & Co. vs. C. H.
& Nash, fifty cents (50 cts) my fee as
sheriff for service done in said case.
This May 13th, 1893.

Goins
03 } Goins' Receipt of
Dele of Bond.
C. H. Nash.

Filed May 22, 1893.
D. M. Goins & Goins.

151
11

Daniel Briscoe & Co.

vs.

C. W. Nash.

} In Chancery.

To the Hon. H. S. K. Morrison,
Judge of the Circuit Court for Lee
County, Virginia.

Your undersigned Special Commissioner reports, that in pursuance of a decree entered in the above styled cause on the 7th day of June, 1893, of your Honor's Court, he, on the 17th day of July, 1893, that being a court day, and he having first advertised the time, terms and place of resale, as directed by said decree, offered for resale, to the highest and best bidder, at the front door of the Court-house, at public outcry, the Lands heretofore sold by him in this case. And your Court being directed by said decree entered on the 7th day of June, 1893, to accept no bid for a less sum than \$2607.31, this being the upset bid of Henry E. Fugate, said resale was accordingly opened by your Court, at said Fugate's upset bid of \$2607.31.

Mrs. M. T. Nash then came forward and offered a higher bid of \$2610; and there being no further or higher bid offered than said Mrs. M. T. Nash's, said land was accordingly knocked off to her at her bid, the same being the highest. As required by the terms of said decree of June 7th, 1893, your Court, resold said land on a credit of one and two years time from day of sale, except a sum sufficient to pay the costs of suit and commissions of sale heretofore made, and also the ~~costs~~ ^{costs} of resale, which was required to be paid in hand. But the said Mrs. M. T. Nash being also the purchaser on the former sale and having paid your Court, on that sale the sum of \$107.31, as stated in your Court's report filed in this cause on May 22nd, 1893, it only remained to apply that payment to this sale, and to exact of the purchaser the commission of the resale. Said purchaser thereupon paid your Court, in hand the commission of resale,

and for the deferred payments,
she executed to your Court, her
two separate bonds, as follows:
One bond due in twelve months
from date of sale for \$1235.74,
and the other bond due in two
years from the date of sale for the
sum of \$1235.75; and both bonds
bear interest from the date of re-
sale, and both waive the benefits
of the homestead exemption laws,
and both are signed by Thos.
S. Gibson and John T. Ball as
security.

As directed by said decree of
June 7th, 1893, your Court, sur-
rendered up to Mrs. M. T. Nash
the notes of the former sale
to be canceled.

All of which is respectfully
submitted, this Oct. 24th, 1893,
A. M. Gorins,
Special Court.

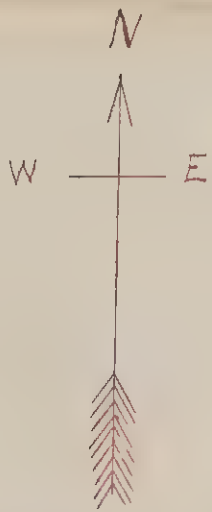
Daniel Briscoe & Co.

2-5 } Comr's Report
of Resale.

C. H. Nash.

Filed Oct. 24th 1893.

A. B. Munsey C.



State Road Lee Co. Va.

Land of
C.W. Nash

16 $\frac{1}{2}$ Acres.

12 $\frac{3}{4}$ Acres

29 Acres.

Scale - 10 Ps = 1 inch

C.B.J.

Sept. 20. 1891

Calcs. from Road.

S. 17 E. 38.7

S. 21 E. 6 "

S. 5 E. 6 "

S. 65 E. 9 "

N. 67 E. 6 "

S. 71 E. 10 "

S. 81 E. 14 "

S. 61 E. 8 "

S. 44 E. 3 "

S. 15 E. 7 "

S. 5 E. 6 "

S. 1 W. 9 "

S. 76 E. 22 "

N. 86 E. 16 "

N. 28 W. 59 "

N. 20 W 50 " to Road & with it

S. 87 W 22 "

S. 65 W 8 "

S. 64 W. 20 "

S. 88 W. 6 " to beginning

11

12
6

4

C. W. Nash

To Patrick Hagan Dr

To note with int from March 29th 1885 - \$1000⁰⁰
Int to April 1st 1885 240⁰⁰

Am't. due April 1st 1885 \$1240⁰⁰

Let by amt. paid Friedman April 1st 1885 240.00

Bal. due April 1st 1885 \$1000.00

Interest to Aug 30th 1887 140.00

Total due Aug. 30th 1887 \$1140.00

Let by amt. paid Friedman Aug 30/87 725.00

Bal. due Aug 30/87. \$415.00

Int to Nov. 1st 1892 \$28.65

Total due Nov. 1st 1892 \$543.65

Cal -

"a"

Statement Showing The liens
against The real estate of
C. H. Nash; and to whom due
same due and the priorities of
the same

Order of Priority	Nature of Lien, date of same to whom & when due	Principal	Interest	Costs
1 st	Balance due Patrick Hagan on the 139 ³ / ₄ acre tract for purchase price of same. Lien retained in deed dated March 29 th 1881 Interest on same to Nov. 1 st 1892 See Calculations "A"	415 00	128 65	
2 nd	Deed of trust to C. H. Thompson Trustee to secure Charles Bayer. Deed recorded Dec 5 th 1887 in D.B. 23 p. 29 and on the same land convey- ed to said Nash by said Hagan and son. Lent on same from Aug 30 th 1887 to August 1 st 1892 has been paid Lent from Aug 1 st 1892 to Nov. 1 st 1892	800 00	282 00	
3 rd	Judgment vs. said Nash by Daniel Briscoe Has on Nov 18 th 1891 for \$680.70 Costs at Law 9.74 Lent in same from Oct 1/91 to 1/92 10.20 for Jan 1 st 1892 700.64 Paid due Jan 1 st 1892 82.90 Balance due Jan 1 st 1892 \$617.74	617 74	1245 00	140 65

4th

Totals Prot: over

1215

140 63

Ant: bot over due Daniel

Briscoe & Co Jan 1st 1892

617 74

Int: on same to Nov. 1st 1892

30 88

Mortgage given to Powers

Litten & Co to secure

956 97

Date of Mortgage Nov. 21st 1891

and recorded Nov. 29th 1891. Due

Nov. 16th 1891. Int: on same

from Nov. 16/91 to Nov. 1st 1892

54 90

Judgment vs. said Nash

obtained March 7th 1892

by French Grocery Co

& docketed March 12th 1892

Int: on same from May

1st 1891 to Nov. 1st 1892

156 59

Costs at Law

14 09

8 82

5th

Judgment vs. said Nash

obtained March 7th 1892

by Aspinwall Shovel Co

& docketed March 12th 1892

Int: on same March 12th

1891 to Nov. 1st 1892

181 50

Costs at Law

19 05

8 82

5th

Judgment vs. said Nash

obtained March 7th 1892 by

Cowan McCune & Co

& docketed March 12th 1892

Int: on same from Nov. 17th 1891

to Nov 1st 1892

376 17

Costs at Law

23 13

8 04

6th
 \$ 24 67
 + 35 67

Ambs. brok. over

3502 97 282 70 25 68

Mortgage to secure
 Betterton & Co. dated
 March 7th 1892 and re-
 corded March 8th 1892

451 57

Int. on same from
 Oct. 21st 89, to Nov. 1st 1892

28 22

Judgment vs said Mack
 obtained June 1892 of
 La Circuit Court by J. Allen
 Smith & Co. & docketed June 16/92
 Int. on same from August
 30th 1891 to Nov. 1st 1892

41 41

2 94

Costs at Law

8 04

Estimated Costs

125 00

125 00

3995 95 313 86 159 72

Recapitulation

Principal of Indebtedness

3995 95

Interest on Indebtedness

313 86

Costs

159 72

Total Indebtedness to

4469 53

To Judgt vs. said Mack ob-
 tained Sept. 19th 1892 in favor
 of Sanford, Chamberlain & Albers

136 52

Int & Costs on same to Nov 1st 1892

18 75

To Judgt obtained Sept 19/92

40 23

in favor of John S. Brown admstr

9 67

Int & Costs to Nov. 1st 1892

Total Judgt to him

4675 40

8

Statement
of Loss

X 4

Know all men by these presents, that we, Henly E. Fugate, William Hoskins and *J. R. Gibson* are held and firmly bound unto the Commonwealth of Virginia in the just and full sum of five thousand dollars, lawful money of the United States, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors and administrators jointly and severally firmly by these presents, and as to this obligation we each waive the benefit of our homestead exemptions and all right to discharge said bond in any other than legal tender currency of the United States, Witness our hands and seals, this the 7th day of June, 1893.

The condition of the above obligation is such that whereas the said Henly E. Fugate has offered that if the sale of the lands made by A.M. Goins, commissioner, in the chancery cause of Daniel Briscoe & Company vs. C.W. Nash, on the 15th day of May 1893, be set-aside and a resale of said lands directed, that he will upset the price at which said lands were sold by said commissioner Goins the sum of \$107.31. Now, if the said Henly E. Fugate causes said lands at said resale to bring the sum of \$2607.31 on the terms upon which said former sale was made, then this obligation to be void otherwise to remain in full force and virtue.

Henly E. Fugate (seal.)

Wm Hoskins (seal.)

J. R. Gibson (seal.)

Virginia

Lee County to wit,

I, *J. A. Hyatt* clerk of the circuit court do hereby certify that *Henly Fugate Wm Hoskins and John R. Gibson* whose names are signed to the foregoing bond, personally appeared before me in my office aforesaid and acknowledged the same to be their act for the purposes therein stated, Given under my hand this June 7th 1893. *J. A. Hyatt*

Daniel Milner & Co -
as ^E~~E~~ Bonds -
^E~~E~~
L. W. Nash.

Filed June 7 1893
J. A. Hyatt

KNOW ALL MEN BY THESE PRESENTS, That we

A. M. Gains and A. M. Brown

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *Five Thousand*

dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *10th* day of *Apr*, one thousand eight hundred and *93*

The Condition of The Above Obligation is Such, That if the above bound *A. M. Gains* shall faithfully perform the duties of *his* office or trust, as *Commissioner*

under a decree of the Circuit Court of the County of Lee, pronounced on the *9th* day of *March*, 18*93*, in the suit therein depending under the name and style of *Daniel Briscoe & Co* Plaintiff vs. *C. H. Ash* Defendant

and properly account for all sums of money *that he* may receive as such *Commissioner*

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the presence of

A. M. Gains (SEAL.)

A. M. Brown (SEAL.)

Sealed with seals (SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day

suret on the above bond, made oath before me J. A. G. Hyatt, Clerk of the Circuit Court of the County of Lee, that estate after the payment of all just debts, and those for which bound as securit for others, and expect to have to pay worth the sum of

dollars.

Given under my hand this day of

18

Teste: _____ Clerk.

Daniel Briscoe & Co

vs $\frac{1}{2}$ Bond

C. H. Tash

Filed 6 April 1873

J. A. H. Little

Quell Briscoe & Co. Compt'rs

D.S.

C. H. Nash - Mfg'rs

Subscribers

Extract of Decree

It is adjudged ordered and decreed that
P. L. Pennington who is hereby appointed
a commissioner for the purpose * * * * will
proceed to ascertain, state and report
all the liens on said defendants lands
and to whom due, amounts thereof
and priorities if any; and he will
further ascertain and report what
real estate the debt avers, and whether
the rents and profits will within
five years pay all the liens and
costs in this suit.

Commissioner's Office, Jannine June 22, 1892

The parties interested in the decree
of which the foregoing is an extract
will take notice that on the 8th day of
August 1892 - at the Circuit Court Clerk's
Office in the town of Jannine I shall
proceed to execute the same when and
where they are required to attend with
such books, papers, vouchers and ev-
idence as will enable me to comply
with the said order of the court.

P. L. Pennington

Special Commissioner of said Court

The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

C. W. Nash

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in *March* next, being rule day to answer a bill in Chancery exhibited in our said Court

against

by

him
Daniel Briscoe, D. H.
Briscoe, R. R. Swenson, M. R. Arnold,
J. C. Boney partners in trade under the
style and firm of "Daniel Briscoe & Co."

And have then and there this writ. Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *24th* day of *February* 18 *92*, in the 11 *6* year of the Commonwealth.

A Copy Teste

J. A. G. Hyatt Clerk.

Daniel Briscoe & Co

Des. ³ Spain Chcy

C. H. Nash

Lo 1st March Rules 1892

Consented by deliver
ing an office copy
of within numerous
to E. W. Nash

Phos. Feb. 29, 1892

J. A. Vandeventer,
X. S. for L. G.
Pharmacy S. S. C.

2.9.

747130
Daniel Briscoe Esq
vs } Bicker Chase
L. W. Nash

McClark \$3.73

November Term 1898 Deane
Final Chy Ck Bk P 207